

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 5

01 SEP 15 PM 124

IN THE MATTER OF:	) Docket No. CAA-5-2000-017
	)
HJMP Corporation	) Proceeding to Assess a
2000 N. 15 <sup>th</sup> Avenue	) Civil Penalty under
Melrose Park, Illinois 60160	) Section 113(d) of the
	) Clean Air Act,
Respondent.	) 42 U.S.C. § 7413(d)
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**CONSENT AGREEMENT AND FINAL ORDER**

On September 28, 2000, the United States Environmental Protection Agency ("U.S. EPA") issued an Administrative Complaint ("Complaint") pursuant to Section 113(d) of the Clean Air Act ("Act"), 42 U.S.C. § 7413(d), and the Consolidated Rules of Practice Governing the Assessment of Civil Penalties and the Revocation or Suspension of Permits, 64 Fed. Reg. 40138 (1999) (to be codified at 40 C.F.R. Part 22). Complainant is, by lawful delegation, the Director of the Superfund Division, U.S. EPA, Region 5. Respondent is HJMP Corporation, doing business as Home Juice Company.

In the Complaint, U.S. EPA alleged that HJMP Corporation, doing business as Home Juice Company, violated the reporting requirements of the Risk Management Program, 40 C.F.R. Part 68, by failing to timely file a Risk Management Plan for anhydrous ammonia. The Complaint proposed assessing a civil penalty of \$21,000.

**I. STIPULATIONS**

The Parties, wishing to settle all matters pertaining to this action, enter into the following stipulations:

1. In May 1999, HJMP Corporation, doing business as Home Juice Company, acquired certain assets from American Citrus Products Corporation, including a manufacturing facility located at 2000 N. 15<sup>th</sup> Avenue, Melrose Park, Illinois.
2. HJMP Corporation owns and operates the fruit juice manufacturing facility located at 2000 N. 15<sup>th</sup> Avenue, Melrose park, Illinois.
3. Subsequent to the acquisition, HJMP Corporation discovered that the facility located at 2000 N. 15<sup>th</sup> Avenue, Melrose park, Illinois, had not complied with certain reporting requirements of the Risk Management Program, 40 C.F.R. Part 68.
4. Following such discovery, HJMP Corporation disclosed the violation of the Risk Management Program to U.S. EPA on January 24, 2000.
5. HJMP Corporation was served with a copy of the Complaint in this matter, Docket No. 5-CAA-2000-017, on October 3, 2000.
6. Prior to and upon receipt of the Complaint, HJMP Corporation cooperated with U.S. EPA to resolve the matters set forth in this Consent Agreement and Final Order ("CAFO") shown good faith and cooperation in resolving this matter.
7. HJMP Corporation consents to the issuance of this CAFO.
8. HJMP Corporation admits the jurisdictional allegations of the Complaint. HJMP Corporation agrees not to contest such

jurisdiction in any proceeding to enforce the provisions of this CAFO.

9. Entry of this CAFO, and HJMP Corporation's compliance herewith, shall constitute full accord, satisfaction and Consent of HJMP Corporation's civil liability as alleged in the Complaint.
10. This CAFO shall not constitute an admission by HJMP Corporation of any issue of law or fact as alleged in the Complaint, except as provided in paragraph 8, above.
11. HJMP Corporation certifies that the violation as alleged in the Complaint has been properly remedied and that HJMP Corporation is now in compliance with the requirements of the Risk Management Program.
12. U.S. EPA has agreed to reduce the proposed civil penalty, pursuant to the Clean Air Act Stationary Source Civil Penalty Policy, taking into consideration HJMP Corporation's degree of cooperation and relevant litigation considerations.
13. HJMP Corporation consents to the assessment and payment of a civil penalty of twelve-thousand dollars (\$12,000) for the purposes of settlement.
14. HJMP Corporation agrees not to claim or attempt to claim a Federal income tax deduction or credit for all or part of the cash civil penalty paid to the U.S. Treasury.
15. HJMP Corporation hereby waives its right to a judicial or administrative hearing on any allegations set forth in the

Complaint or this CAFO, and waives any and all rights to appeal this CAFO.

16. HJMP Corporation acknowledges the authority of U.S. EPA to bring a civil action in the appropriate United States District Court to compel compliance with this CAFO.
17. Each party shall bear its own costs, attorney fees and disbursements in this action.
18. Nothing in this CAFO shall be construed to relieve HJMP Corporation from the obligation to comply with all applicable provisions of the Act, and all other Federal, State and local statutes and regulations.

## **II. CONSENT AGREEMENT**

Based on the foregoing stipulations, the Parties agree to the entry of the following Final Order:

19. On December 7, 2000, HJMP Corporation paid the civil penalty, as set forth in paragraph 13, above.
20. HJMP Corporation paid the amount due by cashier's or certified check, made payable to the order of the "Treasurer of the United States of America," bearing bear docket number ``5-CAA-2000-017," accompanied with a transmittal letter, indicating Respondent's name, complete address, and docket number, and mailed to:

U.S. Environmental Protection Agency  
Region 5  
77 W. Jackson, C-14J  
Chicago, Illinois 60673

21. HJMP Corporation sent a copy of the check and transmittal letter to:

Regional Hearing Clerk  
U.S. Environmental Protection Agency, Region 5  
77 West Jackson Boulevard (MF-19J)  
Chicago, Illinois 60604;

Silvia Palomo  
Superfund Division  
U.S. Environmental Protection Agency, Region 5  
77 West Jackson Boulevard (SC-6J)  
Chicago, Illinois 60604; and

Lillian M. Pinzon  
Office of Regional Counsel  
U.S. Environmental Protection Agency, Region 5  
77 West Jackson Boulevard (C-14J)  
Chicago, Illinois 60604.

20. Home Juice Company's failure to timely comply with any material and substantial provision of this CAFO may subject Home Juice Company to a civil action pursuant to Section 113(d)(5) of the Act, 42 U.S.C. § 7413(d)(5).
21. This CAFO shall be binding upon all Parties to this action, and their successors and assigns. HJMP Corporation shall give notice and a copy of this CAFO to any successor in interest prior to any transfer of ownership or operational control of the facility.
22. The undersigned representative of each Party to this CAFO certifies that he or she is duly authorized by the Party whom he or she represents to enter into the terms and bind that Party to them.
23. This CAFO constitutes the entire agreement between the Parties.

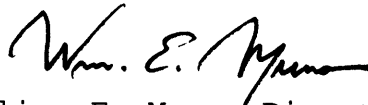
24. This CAFO shall become effective after it is executed by both parties and filed with the Regional Hearing Clerk.
25. This CAFO will be completed upon payment of all moneys due and owed under its terms.

The foregoing Consent Agreement is hereby stipulated, agreed, and approved for entry:

**U.S. ENVIRONMENTAL PROTECTION  
AGENCY, COMPLAINANT**

Date: 2/13/01

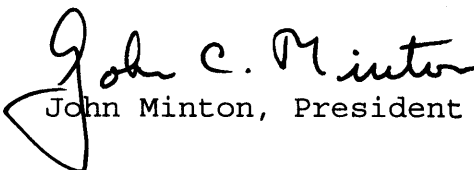
By:

  
William E. Muno, Director  
Superfund Division  
U.S. EPA, Region 5 (SC-6J)  
77 West Jackson Boulevard  
Chicago, Illinois 60604-3590

**Home Juice Company  
Respondent**

Date: 02-01-01

By:

  
John Minton, President

**Consent Agreement and Final Order**  
**HJMP Corporation, Melrose Park, Illinois**  
**Docket No. 5-CAA-2000-017**

**FINAL ORDER**

The foregoing Consent Agreement is hereby approved and incorporated by reference into this Final Order. The HJMP Corporation, doing business as Home Juice Company, is hereby ORDERED to comply with all of the terms of the Consent Agreement, effective immediately upon filing of this CAFO with the Regional Hearing Clerk. This Order disposes of this matter pursuant to 40 C.F.R. § 22.18(c).

Dated: February 14, 2001



David A. Ullrich  
Acting Regional Administrator  
U.S. EPA, Region 5

**CERTIFICATE OF SERVICE**

I hereby certify that the original of the attached CAFO was filed with the Regional Hearing Clerk, and that true and accurate copies were caused to be mailed to:

John Minton, President  
National Beverage Corp.  
Home Juice Company  
2000 North 15<sup>th</sup> Avenue  
Melrose Park, IL 60160-1473

Dated: